

Solicitation No. FCIS-JB-980001B - Refresh #1 with Amendments 1 through 5 Incorporated By Reference

**FEDERAL SUPPLY SCHEDULE FOR
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE, AND SERVICES
FSC GROUP 70**

NOTE: THIS IS A **REFRESH** OF SOLICITATION NUMBER FCIS-JB-980001B. IT IS STILL THE SAME SOLICITATION. IT CONTAINS REGULATORY UPDATES AND AMENDMENT #1 THROUGH AMENDMENT #5 HAVE BEEN INCORPORATED.

NOTE: SALES AND MAINTENANCE SERVICE MUST BE PROVIDED TO, AT A MINIMUM, THE 48 CONTIGUOUS STATES AND THE DISTRICT OF COLUMBIA

CONTRACT PERIOD: Contracts awarded under this standing solicitation will commence on the DATE OF AWARD and end five years from that date (unless contract is canceled/terminated or extended).

ANY INFORMATION THAT MAY BE DESIRED ON THIS PARTICULAR SOLICITATION CAN BE OBTAINED FROM THE ISSUING OFFICE ADDRESS SHOWN HEREIN. THE OFFER SHOULD BE SUBMITTED, IN DUPLICATE, TO THE FOLLOWING ADDRESS:

GENERAL SERVICES ADMINISTRATION
SOLICITATION NO. FCIS-JB-980001B
FSS BID ROOM (Room L-108)
1941 JEFFERSON DAVIS HIGHWAY
ARLINGTON, VA 22202

OFFERS MUST BE SIGNED IN BLOCK 30a OF THE STANDARD FORM 1449

Many of the provisions and clauses cited in this solicitation are incorporated by reference to the appropriate section of the Federal Acquisition Regulation (FAR) or the General Services Administration Acquisition Manual (GSAM). A review of these clauses and provisions will be necessary for you to understand all aspects of the solicitation. The full text of any FAR and GSAM clauses which are incorporated by reference in this solicitation may be found in the electronic file titled IBR.DOC or they can be accessed at the following URLs:

FAR: <http://www.arnet.gov/far>

GSAM: <http://www.arnet.gov/GSAM/gsam.html>

Copies of FAR may be purchased from: Superintendent of Documents
Government Printing Office (GPO)
Washington, DC 20402

**PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS
(GSAR 552.219-72) (SEP 1999)**

(a) An offeror, other than a small business concern, submitting an offer that exceeds \$500,000 (\$1,000,000 for construction) shall submit a subcontracting plan with its initial offer. The subcontracting plan will be negotiated concurrently with price and any required technical and management proposals, unless the offeror submits a previously-approved commercial products plan.

(b) Maximum practicable utilization of small, HUBZone small, small disadvantaged, and women-owned small business concerns as subcontractors is a matter of national interest with both social and economic benefits. The General Services Administration (GSA) expects that an offeror's subcontracting plan will reflect a commitment to assuring that small, HUBZone small, small disadvantaged, and women-owned small business concerns are provided the maximum practicable opportunity, consistent with efficient contract performance, to participate as subcontractors in the performance of the resulting contract. An offeror submitting a commercial products plan can reflect this commitment through subcontracting opportunities it provides that relate to the offeror's production generally; i.e., for both its commercial and Government business.

(c) GSA believes that this potential contract provides significant opportunities for the use of small, HUBZone small, small disadvantaged, and women-owned small business concerns as subcontractors. Consequently, in addressing the eleven elements described at FAR 52.219-9(d) [SEE C.2] of the clause in this contract entitled Small Business Subcontracting Plan, the offeror shall:

(1) Demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, and women-owned small business concerns in performing the contract.

(2) Include a description of the offeror's subcontracting strategies used in any previous contracts, significant achievements, and how this plan will build upon those earlier achievements.

(3) Demonstrate through its plan that it understands the small business subcontracting program's objectives and GSA's expectations, and it is committed to taking those actions necessary to meet these goals or objectives.

(d) In determining the acceptability of any subcontracting plan, the Contracting Officer will take each of the following actions:

(1) Review the plan to verify that the offeror demonstrates an understanding of the small business subcontracting program's objectives and GSA's expectations with respect to the program and has included all the information, goals, and assurances required by FAR 52.219-9. [SEE C.2]

(2) Consider previous goals and achievements of contractors in the same industry.

(3) Consider information and potential sources obtained from agencies administering national and local preference programs and other advocacy groups in evaluating whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, HUBZone small, small disadvantaged, and women-owned small business concerns.

(4) Review the offeror's description of its strategies, historical performance and significant achievements in placing subcontracts for the same or similar products or services with small, HUBZone small, small disadvantaged, and women-owned small business concerns. The offeror's description can apply to commercial as well as previous Government contracts.

(e) Failure to submit an acceptable subcontracting plan and/or correct deficiencies in a plan within the time specified by the Contracting Officer shall make the offeror ineligible for award.

SIGNIFICANT CHANGES (CP-FSS-2) (OCT 1988)

The attention of Offeror is invited to the following changes made since the issuance of the last solicitation for the supplies/services covered herein:

1. **SOLICITATION REFRESH.** This is a refresh of the originally issued solicitation. IT IS STILL THE SAME SOLICITATION. The only changes, unless otherwise indicated are updates to the provision and clauses from the original solicitation. All amendments have been incorporated into the refreshed solicitation.
2. **RECEIPT OF OFFERS/SCHEDULE CONTRACT PERIOD.** This standing solicitation will remain in effect until replaced by an updated solicitation. There will be no closing date for receipt of offers. Therefore, offers may be submitted for consideration at any time. There is no prescribed contract beginning and ending date. Contracts awarded under this Information Technology Solicitation will have variable contract periods; i.e., contracts will be in effect for an initial period of five years from the date of award, with a possibility to extend the contract for three optional five year periods. For a possible total contract period of 20 years. See A-FSS-11 CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION and I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN).
3. **SOLICITATION FORMAT/CONTENTS.** This solicitation has been prepared in accordance with FAR Part 12, Acquisition of Commercial Items, which implements Title VIII of the Federal Acquisition Streamlining Act (FASA) of 1994 (Public Law 103-355), the Clinger-Cohen Act of 1996 (Public Law 104-106), and the final rule, published as General Services Administration Acquisition Regulation (GSAR) Change 76, regarding commercial item acquisitions under the Multiple Award Schedules Program. The contract format and data requirements in this solicitation differ somewhat from previous solicitations. Offerors are strongly advised to carefully review the entire solicitation document.
4. **MANDATORY ACCEPTANCE OF GOVERNMENT PURCHASE CARD.** Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Contractors are encouraged to accept the Government purchase card for orders above the micro-purchase threshold. See GSAR 552.232-77 PAYMENT BY GOVERNMENT COMMERCIAL PURCHASE CARD, ALTERNATE I. [SEEC.17]
5. **ELECTRONIC COMMERCE.** The GSA Advantage! electronic information and ordering system does encompass all of the products and services under this schedule. Contractors are be required to display product, service and pricing information on GSA Advantage!.
6. **PAST PERFORMANCE.** In order to assist the Government in assessing an Offeror's past performance, each company responding to this solicitation will be required to have Dun & Bradstreet (D&B) complete a Past Performance Evaluation Report on that firm. The request to D&B must be made prior to the submission of a proposal. Each Offeror must submit, with its proposal, a completed copy of the past performance evaluation form sent, by the Offeror, to Dun & Bradstreet. Any charges associated with the Past Performance Evaluation Report will be paid by the Offeror. See F.2 PAST PERFORMANCE and ATTACHMENT II - PAST PERFORMANCE EVALUATION REPORT BY DUN & BRADSTREET.
7. **NEW REPORTING REQUIREMENTS FOR CONTRACTOR'S REPORT OF SALES AND THE INDUSTRIAL FUNDING FEE (IFF).** This solicitation contains the following two new GSAR clauses: 552.238-74 CONTRACTOR'S REPORT OF SALES [SEE C.22], which requires sales reports to be submitted on electronic GSA Forms 72A via the Internet, and 552.238-76 INDUSTRIAL FUNDING FEE [SEE C.23], which specifies that payment is due on a calendar quarter schedule.

8. **CONTRACT SALES CRITERIA (I-FSS-598).** This clause states that a contract will not be awarded if anticipated sales are not expected to exceed \$25,000. Contracts will also be canceled unless reported sales for each 12-month period from date of award are \$25,000.

9. **ADDITION OF CLAUSES.** The following clauses/provisions have been added by reference to the solicitation in paragraph C.2:

CLAUSE	CLAUSE TITLE	PARAGRAPH
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	C.46
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	C.46
52.215-6	PLACE OF PERFORMANCE	C.2
52.232-17	INTEREST	C.2
52.232-36	PAYMENT BY THIRD PARTY	D.1
52.242-13	BANKRUPTCY	C.2
52.247-38	FOB INLAND CARRIER, COUNTRY OF EXPORTATION	C.46
552.228-70	WORKER'S COMPENSATION LAWS	C.3
C-FSS-412	CHARACTERISTICS OF ELECTRIC CURRENT	C.46
D-FSS-477	TRANSSHIPMENTS	C.46
I-FSS-314	FOREIGN TAXES AND DUTIES	C.46
I-FSS-594	PARTS AND SERVICE	C.46

10. **ADDITION OF ATTACHMENTS.** To aid large businesses to draft a Small Subcontracting Business Plan, Attachment III Guideline for Small Subcontracting Business Plan.

NOTICE: REQUESTS FOR EXPLANATION, INFORMATION AND SOLICITATION COPIES

(a) To reduce Government costs, this solicitation is available for downloading from the Internet. Please check the Federal Supply Service (FSS) Information Technology Home Page at <http://pub.fss.gsa.gov/it>. Additionally, one copy of the solicitation (either paper copy or diskette) will be provided as requested. You may reproduce additional paper copies yourself, provided they are complete in every respect, or you may obtain them from the address specified in paragraph (c) below.

(b) Offerors are strongly urged to use two-sided copying of offers for submission to GSA.

(c) Oral or written requests for explanation or information regarding this solicitation should be directed to:

General Services Administration
Federal Supply Service
IT Acquisition Center (FCI)
Crystal Mall Building #4, Room 1017
1941 Jefferson Davis Highway
Arlington, VA 22202
Telephone: (703)305-3038
Facsimile: (703)305-7006, -5588, or -5586

IMPORTANT: DO NOT ADDRESS OFFERS, MODIFICATIONS, OR WITHDRAWALS TO ABOVE ADDRESS. USE THE "ADDRESS OFFER TO" ADDRESS IN PARAGRAPH A.2 OF THIS SOLICITATION.

Solicitation copies may also be obtained from the following address:

General Services Administration
FSS Bid Room (Room L-108)
1941 Jefferson Davis Highway
Arlington, VA 22202

SECURITY EXAMINATION OF HAND-DELIVERED OFFERS (CP-FSS-20) (JAN 1998)

(a) Offerors are advised that an offer in response to this solicitation is subject to physical examination, x-ray, or other inspection prior to acceptance at the location designated for receipt of offers. Inspection may be conducted by Government personnel or others acting on behalf of the Government. Any offer received at the address designated for receipt of offers after the date and time specified elsewhere in this solicitation for receipt of offers shall be processed in accordance with the late offers provision of this solicitation.

(b) For any hand delivered offer, whether delivered by the offeror or a courier service, the offeror must allow sufficient time to accommodate inspection by designated security personnel. To facilitate this security inspection, initial delivery to an alternate office shall be required prior to final delivery by the offeror to the address designated for receipt of offers. (CAUTION: Delivery to the security inspection point does not constitute timely delivery for receipt of offers.)

(c) The office providing security inspection is located at the following address:

Building Security Office
X-Ray Screening Room
Crystal Mall Building 3, Loading Dock
1931 Jefferson Davis Highway
Arlington, VA 22202

PLEASE REMOVE THIS COVER PAGE(S) BEFORE SUBMITTING OFFER TO GSA.

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PAGE
INTENTIONALLY
LEFT
BLANK**

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

Offeror to complete blocks 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

PAGE 1 OF 138

2. CONTRACT NO.

GS-35F-

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER

FCIS-JB-980001B
-- REFRESH #1

6. SOLICITATION ISSUE DATE

3/23/98

FOR SOLICITATION
INFORMATION CALL:

A. NAME

CONTRACT SPECIALIST

B. TELEPHONE NUMBER (No Collect Calls)

703/305-3038

8. OFFER DUE DATE/

NONE

9. ISSUED BY

CODE

00166

10. THIS ACQUISITION IS

☒ UNRESTRICTED

☐ SET-ASIDE.

% FOR.

☐ SMALL BUSINESS

☐ SMALL DISADV. BUSINESS

☐ 8(A)

SIC: SEE A.3

SIZE STANDARD:

11. DELIVERY FOR FOB
DESTINATION UNLESS
BLOCK IS MARKED

☐ SEE SCHEDULE

☐ 13a. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

☐ RFQ

☐ IFB

☒ X RFP

☐ RFP

ADDRESS OFFERS TO: SEE PARAGRAPH A.2

15. DELIVER TO

CODE

16. ADMINISTERED BY

CODE

ORDERING AGENCY

SEE BLOCK 9

17a. CONTRACTOR/

CODE

FACILITY
CODE

18a. PAYMENT WILL BE MADE BY

CODE

ORDERING AGENCY

DUNS No.:

TELEPHONE NO>

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED:

☐ SEE ADDENDUM

19.

ITEM NO

20.

SCHEDULE OF SUPPLIES/SERVICES

21.

QUANTITY

22.

UNIT

23.

UNIT PRICE

24.

AMOUNT

(Attach Additional Sheet as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

☐ 27a. SOLICITATION INCORPORATE BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATE BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2(TWO) COPIES TO ISSUING OFFICE.
☐ CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED
ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED
HEREIN.

29. AWARD OF CONTRACT: REFERENCE OFFER DATED YOUR OFFER ON
SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE
SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

31c. DATE SIGNED

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED

☐ INSPECTED

☐ ACCEPTED, AND CONFORMS TO THE
CONTRACT EXCEPT AS NOTED

33. SHIP NUMBER

☐ PARTIAL

☐ FINAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED

36. PAYMENT

☐ COMPLETE

☐ PARTIAL

☐ FINAL

37. CHECK NUMBER

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

AUTHORIZED FOR LOCAL REPRODUCTION

SEE REVERSE FOR OMB CONTROL NUMBER AND PAPERWORK STANDARD FORM 1449 (10-95)
BURDEN STATEMENT PRESCRIBED BY GSA -- FAR)48 CFR) 53.212

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

OMB No.: 5010-013
Expires: 09/30/98

ACKNOWLEDGEMENT OF AMENDMENTS

Amendment #1 issued June 17, 1998 has been incorporated herein.

Amendment #2 issued February 23, 1999 has been incorporated herein.

Amendment #3 issued August 2, 1999 has been incorporated herein.

Amendment #4 issued May 4, 2000 has been incorporated herein.

Amendment #5 issued May 7, 2000 has been incorporated herein.

Solicitation Refresh #1 issued June 14, 2000, incorporating regulatory updates and all previously issued amendments.

STANDARD FORM 1449 (10-95) BACK

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A. -- CONTINUATION OF STANDARD FORM 1449**A.1 INFORMATION COLLECTION REQUIREMENTS (A-FSS-40) (NOV 1999)**

"The information collection requirements contained in this solicitation/contract, are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163."

A.2 ADDRESS OFFERS TO: (BLOCK 9, STANDARD FORM 1449)

Offerors shall return the complete solicitation package to the following address:

General Services Administration
Solicitation No. FCIS-JB-980001B
FSS Bid Room (Room L-108)
1941 Jefferson Davis Highway
Arlington, VA 22202

A.3 STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE AND SMALL BUSINESS SIZE STANDARD (BLOCK 10, STANDARD FORM 1449)

(a) The standard industrial classification (SIC) codes for this acquisition and the small business size standards per FAR 19.102, are as follows:

SIC	DESCRIPTION	SIZE
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DIVISION D - MANUFACTURING**MAJOR GROUP 27 - PRINTING, PUBLISHING, AND ALLIED INDUSTRIES**

2741	MISCELLANEOUS PUBLISHING	500
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MAJOR GROUP 35 - INDUSTRIAL AND COMMERCIAL MACHINERY AND COMPUTER EQUIPMENT

3571	ELECTRONIC COMPUTERS	1,000
3572	COMPUTER STORAGE DEVICES	1,000
3575	COMPUTER TERMINALS	1,000
3577	COMPUTER PERIPHERAL EQUIPMENT, N.E.C.	1,000

MAJOR GROUP 36 - ELECTRONIC AND OTHER ELECTRICAL EQUIPMENT AND COMPONENTS

3643	CURRENT-CARRYING WIRING DEVICES	500
3644	NONCURRENT-CARRYING WIRING DEVICES	500
3651	HOUSEHOLD AUDIO AND VIDEO EQUIPMENT	750
3661	TELEPHONE AND TELEGRAPH APPARATUS	1,000
3663	RADIO AND TELEVISION BROADCASTING AND COMMUNICATIONS EQUIPMENT	750
3669	OTHER COMMUNICATIONS EQUIPMENT, N.E.C.	750

**DIVISION E - TRANSPORTATION, COMMUNICATIONS,
ELECTRIC, GAS, AND SANITARY SERVICES**

MAJOR GROUP 48 - COMMUNICATIONS

4812	RADIOTELEPHONE COMMUNICATIONS	1,500
4813	TELEPHONE COMMUNICATIONS, EXCEPT RADIOTELEPHONE	1,500
4822	TELEGRAPH AND OTHER MESSAGE COMMUNICATIONS	\$ 5.0
4899	COMMUNICATIONS SERVICES, N.E.C.	\$11.0

DIVISION F - WHOLESALE TRADE

MAJOR GROUP 50 - DURABLE GOODS

5045	COMPUTERS AND COMPUTER PERIPHERAL EQUIPMENT AND SOFTWARE	500
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DIVISION I - SERVICES

MAJOR GROUP 73 - BUSINESS SERVICES

7359	EQUIPMENT RENTAL AND LEASING, N.E.C.	\$ 5.0
7371	COMPUTER PROGRAMMING SERVICES	\$18.0
7372	PREPACKAGED SOFTWARE	\$18.0
7373	COMPUTER INTEGRATED SYSTEMS DESIGN	\$18.0
7374	COMPUTER PROCESSING AND DATA PREPARATION AND PROCESSING SERVICES	\$18.0
7375	INFORMATION RETRIEVAL SERVICES	\$18.0
7376	COMPUTER FACILITIES MANAGEMENT SERVICES	\$18.0
7377	COMPUTER RENTAL AND LEASING	\$18.0
7378	COMPUTER MAINTENANCE AND REPAIR	\$18.0
7379	COMPUTER RELATED SERVICES, N.E.C.	\$18.0
7389	BUSINESS SERVICES, N.E.C.	\$ 5.0

NOTES: SIZE STANDARDS PRECEDED BY A DOLLAR SIGN (\$) ARE IN MILLIONS OF DOLLARS. ALL OTHERS ARE IN NUMBER OF EMPLOYEES UNLESS SPECIFIED OTHERWISE. N.E.C.: NOT ELSEWHERE CLASSIFIED.

(b) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) If the Offeror represents different business sizes than indicated in paragraph G.1(c) for any proposed SIN, indicate below the SIC code and the business size.

Special Item Number (SIN)	Standard Industry Classification (SIC)	Business Size
132-3 Leasing of Equipment		
132-4 Daily / Short Term Rental		
132-8 Purchase of Equipment		
132-12 Maintenance of Equipment, Repair Service and/or Repair/Spare Parts		
132-32 Term Software License		
132-33 Perpetual Software License		
132-34 Maintenance of Software		
132-50 Training		
132-51 Professional Information Technology Services		
132-52 Electronic Commerce Services		
132-53 Telecommunication Transmission Services		

B. SCHEDULE OF ITEMS**B.1 ESTIMATED SALES (B-FSS-96)**

The figures shown below reflect the previous purchases made by Special Item Number (SIN), in dollars, for the period October 1, 1996 through September 30, 1997, as reported by previous Contractors, based upon total sales under the ADP and Telecommunications Schedules. The dollar amounts shown are based upon the new, consolidated Special Item Numbers under the combined Information Technology Schedule.

Special Item No.	132-3	Leasing of Equipment	\$	20,165,231
Special Item No.	132-4	Daily / Short Term Rental	\$	New SIN
Special Item No.	132-8	Purchase of Equipment	\$	1,880,709,380
Special Item No.	132-12	Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts	\$	156,990,112
Special Item No.	132-32	Term Software Licenses	\$	110,614,818
Special Item No.	132-33	Perpetual Software Licenses	\$	372,944,072
Special Item No.	132-34	Maintenance of Software	\$	142,782,865
Special Item No.	132-50	Training Courses	\$	21,953,252
Special Item No.	132-51	Information Technology Professional Services	\$	96,489,995
Special Item No.	132-52	Electronic Commerce Services	\$	New SIN
Special Item No.	132-53	Telecommunication Transmission Services	\$	New SIN

Total Estimated Sales (All Special Item Numbers) \$ 2,802,649,725

**B.2 PRODUCTS AND SERVICES OFFERED/SCHEDULE OF ITEMS
(BLOCKS 19 & 20, STANDARD FORM 1449)**

Insert an "X" on the applicable line for each Special Item Number/FSC Class/FPDS Code offered.

_____ SPECIAL ITEM NO. 132-3 LEASING OF EQUIPMENT (FPDS Code W070)

_____ SPECIAL ITEM NO. 132-4 DAILY / SHORT TERM RENTAL (FPDS Code W070)

SPECIAL ITEM NO. 132-8 PURCHASE OF EQUIPMENT**FSC CLASS 7010 - SYSTEM CONFIGURATION**

_____ End User Computers/Desktop Computers

_____ Professional Workstations

_____ Servers

_____ Laptop/Portable/Notebook Computers

_____ Large Scale Computers

_____ Optical and Imaging Systems

_____ Other System Configuration Equipment Not Elsewhere Classified. Provide specific information:

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

- _____ Printers
- _____ Displays
- _____ Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens
- _____ Network Equipment
- _____ Other Communications Equipment
- _____ Optical Recognition Input/Output Devices
- _____ Storage Devices, including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage
- _____ Other Input/Output and Storage Devices Not Elsewhere Classified. Provide specific information:

FSC CLASS 7035 - ADP SUPPORT EQUIPMENT

- _____ ADP Support Equipment

FSC CLASS 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES

- _____ Microcomputer Control Devices
- _____ Telephone Answering and Voice Messaging Systems

FSC CLASS 7050 - ADP COMPONENTS

- _____ ADP Boards

FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT

- _____ Communications Equipment Cables

FSC CLASS 6015 - FIBER OPTIC CABLES

- _____ Fiber Optic Cables

FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLIES AND HARNESSSES

- _____ Fiber Optic Cable Assemblies and Harnesses

FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL

_____ Coaxial Cables

FSC CLASS 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT

_____ Telephone Equipment

_____ Audio and Video Teleconferencing Equipment

FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS

_____ Communications Security Equipment

FSC CLASS 5815 - TELETYPE AND FACSIMILE EQUIPMENT

_____ Facsimile Equipment (FAX)

FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE

_____ Two-Way Radio Transmitters/Receivers/Antennas

_____ Broadcast Band Radio Transmitters/Receivers/Antennas

_____ Microwave Radio Equipment/Antennas and Waveguides

_____ Satellite Communications Equipment

FSC CLASS 5821 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, AIRBORNE

_____ Airborne Radio Transmitters/Receivers

FSC CLASS 5825 - RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE

_____ Radio Navigation Equipment/Antennas

FSC CLASS 5826 - RADIO NAVIGATION EQUIPMENT, AIRBORNE

_____ Airborne Radio Navigation Equipment

FSC CLASS 5830 - INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS, EXCEPT AIRBORNE

_____ Pagers and Public Address Systems (wired and wireless transmission, including background music systems)

FSC CLASS 5841 - RADAR EQUIPMENT, AIRBORNE

_____ Airborne Radar Equipment

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT

_____ Miscellaneous Communications Equipment

Provide the following information, as applicable, for the products offered under Special Item Number 132-8:

_____ Special Physical, Visual, Speech, and Hearing Aid Equipment. Provide specific information:

_____ Used Equipment. Provide specific information:

_____ Installation for equipment offered under SIN 132-8 (FPDS Code N070)

_____ Deinstallation for equipment offered under SIN 132-8 (FPDS Code N070)

_____ Reinstallation for equipment offered under SIN 132-8 (FPDS Code N070)

NOTE: INSTALLATION MUST BE INCIDENTAL TO, IN CONJUNCTION WITH AND IN DIRECT SUPPORT OF THE PRODUCTS SOLD UNDER SIN 132-8 ON THIS CONTRACT AND CANNOT BE PURCHASED SEPARATELY.

NOTE: VENDORS OFFERING PURCHASE OF EQUIPMENT ARE REQUIRED TO PROVIDE MAINTENANCE SERVICE AND/OR REPAIR SERVICE AND REPAIR PARTS, IN ACCORDANCE WITH NORMAL INDUSTRY PRACTICES, FOR THE TYPE OF EQUIPMENT OFFERED, FOR THE SCOPE OF THE CONTRACT (i.e., AT A MINIMUM, THE 48 CONTIGUOUS STATES AND THE DISTRICT OF COLUMBIA).

SPECIAL ITEM NO. 132-12 MAINTENANCE OF EQUIPMENT, REPAIR SERVICE, AND REPAIR PARTS/SPARE PARTS (FPDS Code for Maintenance and Repair Service - J070; FSC Class for Repair Parts/Spare Parts - See FSC Class for basic equipment)

Specify what is being offered:

_____ Maintenance

_____ Repair Service

_____ Repair Parts/Spare Parts

_____ Third Party Maintenance

SPECIAL ITEM NO. 132-32 TERM SOFTWARE LICENSES**FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE****Large Scale Computers**☐ Operating System Software☐ Application Software☐ Electronic Commerce (EC) Software☐ Utility Software☐ Communications Software☐ Core Financial Management Software☐ Ancillary Financial Systems Software☐ Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information:
_____**Microcomputers**☐ Operating System Software☐ Application Software☐ Electronic Commerce (EC) Software☐ Utility Software☐ Communications Software☐ Core Financial Management Software☐ Ancillary Financial Systems Software☐ Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information:

SPECIAL ITEM NO. 132-33 PERPETUAL SOFTWARE LICENSES**FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE****Large Scale Computers**

- _____ Operating System Software
- _____ Application Software
- _____ Electronic Commerce (EC) Software
- _____ Utility Software
- _____ Communications Software
- _____ Core Financial Management Software
- _____ Ancillary Financial Systems Software
- _____ Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information:

Microcomputers

- _____ Operating System Software
- _____ Application Software
- _____ Electronic Commerce (EC) Software
- _____ Utility Software
- _____ Communications Software
- _____ Core Financial Management Software
- _____ Ancillary Financial Systems Software
- _____ Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information:

Note: Contractors are encouraged to offer Special Item No. 132-34 Maintenance of Software in conjunction with Special Item Nos. 132-32 Term Software Licenses and/or 132-33 Perpetual Software Licenses.

SPECIAL ITEM NO. 132-34 MAINTENANCE OF SOFTWARE**SPECIAL ITEM NO. 132-50 TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)**

SPECIAL ITEM NO. 132-51 INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

- _____ IT Facility Operation and Maintenance (FPDS CODE D301)
- _____ IT Systems Development Services (FPDS CODE D302)
- _____ IT Systems Analysis Services (FPDS Code D306)
- _____ Automated Information Systems Design and Integration Services (FPDS Code D307)
- _____ Programming Services (FPDS Code D308)
- _____ Millennium Conversion Services (Y2K)
- _____ IT Backup and Security Services (FPDS Code D310)
- _____ IT Data Conversion Services (FPDS Code D311)
- _____ Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services (FPDS Code D313)
- _____ IT Network Management Services (FPDS Code D316)
- _____ Automated News Services, Data Services, or Other Information Services (FPDS Code D317)
- _____ Other Information Technology Services, Not Elsewhere Classified (FPDS Code D399)

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

SPECIAL ITEM NO. 132-52 ELECTRONIC COMMERCE SERVICES FPDS CODE D304 - ADP AND TELECOMMUNICATIONS TRANSMISSION SERVICES

- _____ Value Added Network Services (VANS)
- _____ E-Mail Services
- _____ Internet Access Services
- _____ Navigation Services
- _____ FPDS CODE D399 - OTHER DATA TRANSMISSION SERVICES, NOT ELSEWHERE CLASSIFIED (except "Voice" and Pager Transmission Services)

Note: Electronic Commerce Services are not intended to supersede or be substituted for any requirements of FTS2000.

SPECIAL ITEM NO. 132-53 TELECOMMUNICATION TRANSMISSION SERVICES (FPDS CODE D304)
Excluding local and long distance voice, data, video, and dedicated transmission services which are NOT mobile.)

_____Paging Services

_____Cellular/PCS Voice Services

NOTE: Telecommunication Transmission Services are not intended to supersede or be substituted for any FTS local and long distance programs.

NOTE TO DEALERS: For products and/or services proposed under each Special Item Number, list on an attachment to B.2, the names of the manufacturers of the products/services being offered, in the format indicated below. (Failure to provide this information could result in no further consideration being given to any unlisted manufacturers/products and/or services.)

EXAMPLE: MANUFACTURER FSC CLASS/FPDS CODE**Special Item Number 132-8 Purchase of Equipment**

ABC Corporation	7010
	7025
XYZ Inc.	5820

Special Item Number 132-33 Perpetual Software Licenses

DEF Inc.	7030
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NOTE: The following ARE EXCLUDED from the Information Technology Schedule:

- i. Radar Equipment (except airborne radar equipment).
Offers for radar equipment (other than airborne radar equipment) must be made to the GSA Federal Supply Service under FSC Group 58, Part IX. Contact Mr. William Glacken on (215)656-3835.
- ii. Electrical Equipment - e.g., Uninterruptible Power Supplies, Computer Back-Up Power Systems, Surge Suppressers, Power Line Conditioners, Surge Absorbers, etc. may be offered under this solicitation only in conjunction with the IT equipment these devices support. Offers which are limited to the electrical equipment cited above should be made to the GSA Federal Supply Service under FSC Group 61, Part V, Section B. Contact Mr. Dwight Young on (817)978-8372.
- iii. Training Courses for products which are outside the scope of this Schedule.
- iv. Diskettes, Disk Cartridges, Disk Packs, Tape Cartridges, Tapes, and Optical Disks, may be offered only in conjunction with the hardware devices which utilize these supply items. Offers which do not include the hardware devices may be made under Federal Supply Schedule FSC Group 58, Part V. Contact (212)264-2692.
- v. Carrying cases, except one per portable CPU purchase.
- vi. RESERVED.

vii. Subscription services for databases on magnetic media and/or on optical disk. Contact Ms. Mary Ann DeFeo on (212)264-2306.

viii. Any products which are not U.S. Made End Products, Designated Country End Products, Caribbean Basin Country End Products, Canadian End Products, or Mexican End Products in accordance with FAR 25.402(c) and General Services Administration Acquisition Regulation (GSAR) 525.402(a).

ix. Any products or services that are not "commercial" as defined in accordance with FAR 52.202-1(c).

C. CONTRACT CLAUSES**C.1 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (FAR 52.212-4) (MAY 1999) (TAILORED)**

- (a) **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) **Assignment.** The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).
- (c) **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) **Disputes.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes [DEC 1998], which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) **Definitions.** The clause at FAR 52.202-1, Definitions [OCT 1995], is incorporated herein by reference.
- (f) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) **Invoice.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include-
- (1) Name and address of the Contractor;
 - (2) Invoice date;
 - (3) Contract number, contract line item number and, if applicable, the order number;
 - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (6) Terms of any prompt payment discount offered;
 - (7) Name and address of official to whom payment is to be sent; and
 - (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) [SEE C.2] and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) **Patent indemnity.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **Payment.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) [SEE D.1] for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) **Risk of loss.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) **Taxes.** The contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption. See FAR clauses 52.229-1 State and Local Taxes [SEE C.2]; 52.229-3 Federal, State, and Local Taxes [SEE C.2]; and 52.229-5 Taxes—Contracts Performed in U.S. Possessions or Puerto Rico [SEE C.2] which are incorporated by reference.

(l) **Termination for the Government's convenience.** The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **Termination for cause.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **Title.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **Warranty.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **Limitation of liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **Other compliances.** The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) **Compliance with laws unique to Government contracts.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **Order of precedence.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

ADDENDUM TO FAR 52.212-4 (C.1)

C.2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically in the attached file titled: IBR.DOC.

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is <http://www.arnet.gov/far/>.

CLAUSE	CLAUSE TITLE	DATED
52.203-3	GRATUITIES	(APR 1984)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	(JUN 1996)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(AUG 1995)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	(APR 1991)
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	(APR 1991)
52.215-6	PLACE OF PERFORMANCE	(OCT 1997)
52.219-16	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN	(JAN 1999)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	(FEB 1997)
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	(FEB 1993)
52.224-1	PRIVACY ACT NOTIFICATION	(APR 1984)
52.224-2	PRIVACY ACT	(APR 1984)
52.229-1	STATE AND LOCAL TAXES	(APR 1984)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	(JAN 1991)
52.229-5	TAXES-CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	(APR 1984)
52.232-17	INTEREST	(JUN 1996)
52.237-1	SITE VISIT	(APR 1984)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	(APR 1984)
52.242-13	BANKRUPTCY	(JUL 1995)
52.243-1	CHANGES -- FIXED-PRICE	(AUG 1987)
52.246-4	INSPECTION OF SERVICES-FIXED-PRICE	(AUG 1996)
52.246-6	INSPECTION-TIME-AND-MATERIAL AND LABOR-HOUR	(JAN 1986)
52.247-34	F.O.B. DESTINATION	(NOV 1991)
52.247-38	F.O.B INLAND CARRIER, COUNTRY OF EXPORTATION	(APR 1984)

C.3 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (GSAR 552.212-71)(SEP 1999) (FCI DEVIATION - DEC 1997)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

CLAUSE	CLAUSE TITLE	DATED
552.203-71	RESTRICTION ON ADVERTISING	(SEP 1999)
552.211-75	PRESERVATION, PACKAGING, AND PACKING	(FEB 1996)
552.211-77	PACKING LIST	(FEB 1996)
552.215-72	PRICE ADJUSTMENT-FAILURE TO PROVIDE ACCURATE INFORMATION	(AUG 1997)
552.228-70	WORKER'S COMPENSATION LAWS	(SEP 1999)
552.232-8	DISCOUNTS FOR PROMPT PAYMENT (DEVIATION FAR 52.232-8)	(APR 1989)
552.238-70	IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR THE HANDICAPPED	(SEP 1991)

C.4 SCOPE OF CONTRACT (I-FCI-102)

This solicitation is issued to establish contracts which may be used on a nonmandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for delivery within the 48 contiguous States and Washington, D.C. For Special Item Number 132-53 Telecommunication Transmission Service ONLY, limited geographic coverage (consistent with the Offeror's commercial practice) may be proposed. Resultant contracts may also be used for delivery to Alaska, Hawaii, the Commonwealth of Puerto Rico, and overseas locations.

- (1) All Federal agencies and activities in the executive, legislative, and judicial branches,
- (2) Government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1,
- (3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act),
- (4) The Government of the District of Columbia.
- (5) Other activities and organizations authorized by statute or regulation to use GSA as a source of supply. (Questions regarding activities authorized to use this schedule should be directed to the Contracting Officer.)

Articles or services may be ordered from time to time in such quantities as may be needed to fill any requirement, subject to the Order Limitations thresholds which will be specified in resultant contracts. Overseas activities may place orders directly with schedule contractors for delivery to CONUS port or consolidation point.

For orders received from activities within the Executive Branch of the Government, each Contractor is obligated to deliver all articles or services contracted for that may be ordered during the contract term, except as otherwise provided herein.

The Contractor is not obligated to accept orders received from activities outside the Executive Branch; however, the Contractor is encouraged to accept such orders. If the Contractor is unwilling to accept such an order, the Contractor shall return it by mailing it or delivering it to the ordering office within 5 workdays from receipt. Failure to return an order shall constitute acceptance whereupon all provisions of the contract shall apply.

The Government is obligated to purchase under each resultant contract a guaranteed minimum of one hundred dollars during the contract term.

C.5 GUARANTEED MINIMUM (I-FSS-106)(MAY 2000)

The minimum that the Government agrees to order during the period of this contract is \$100. If the Contractor receives total orders for less than \$100 during the term of the contract, the Government will pay the difference between the amount ordered and \$100.

(a) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of GSA Form 72A reports (see GSAR 552.238-74 "Contractor's Report of Sales") during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-74 [SEE C.22].

(b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

C.6 ORDERING (FAR 52.216-18) (DEVIATION-JAN 1994)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from the Date of Award through Contract expiration date.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

C.7 PLACEMENT OF ORDERS (GSAR 552.216-72) (SEP 1999) (ALTERNATE II-SEP 1999)

(a) The organizations listed below may place orders under this contract. Questions regarding organizations authorized to use this schedule should be directed to the Contracting Officer.

- (1) Executive agencies.
- (2) Other Federal Agencies.
- (3) Mixed-ownership Government corporations.
- (4) The District of Columbia.
- (5) Government Contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1.
- (6) Other activities and organizations authorized by statute or regulation to use GSA as a source of supply.

(b) Orders may be placed through Electronic Data Interchange (EDI) or mailed in paper form. EDI orders shall be placed using the American National Standards Institute (ANSI) X12 Standard for Electronic Data Interchange (EDI) format.

(c) If the Contractor agrees, GSA's Federal Supply Service (FSS) will place all orders by EDI using computer-to-computer EDI. If computer-to-computer EDI is not possible, FSS will use an alternative EDI method allowing the Contractor to receive orders by facsimile transmission. Subject to the Contractor's agreement, other agencies may place orders by EDI.

(d) When computer-to-computer EDI procedures will be used to place orders, the Contractor shall enter into one or more Trading Partner Agreements (TPA) with each Federal agency placing orders electronically in order to ensure mutual understanding by the parties of certain electronic transaction conventions and to recognize the rights and responsibilities of the parties as they apply to this method of placing orders. The TPA must identify, among other things, the third party provider(s) through which electronic orders are placed, the transaction sets used, security procedures, and guidelines for implementation. Federal agencies may obtain a sample format to customize as needed from the office specified in (g) below.

(e) The Contractor shall be responsible for providing its own hardware and software necessary to transmit and receive data electronically. Additionally, each party to the TPA shall be responsible for the costs associated with its use of third party provider services.

(f) Nothing in the TPA will invalidate any part of this contract between the Contractor and the General Services Administration. All terms and conditions of this contract that otherwise would be applicable to a mailed order shall apply to the electronic order.

(g) The basic content and format of the TPA will be provided by:

General Services Administration
Acquisition Operations and Electronic Commerce Center (FCS)
Washington, DC 20406
Telephone: (703) 305-7741
FAX: (703) 305-7720

C.8 ORDER ACKNOWLEDGEMENT (G-FSS-907) (APR 1984)

Contractors shall acknowledge only those orders which state "Order Acknowledgement Required." These orders shall be acknowledged within 10 days after receipt. Such acknowledgement shall be sent to the activity placing the order and contain information pertinent to the order, including the anticipated delivery date.

C.9 BLANKET PURCHASE AGREEMENTS (I-FSS-646) (MAY 2000)

Blanket Purchase Agreements (BPA's) can reduce costs and save time because individual orders and invoices are not required for each procurement but can instead be documented on a consolidated basis. The Contractor agrees to enter into BPA's with ordering activities provided that:

(a) The period of time covered by such agreements shall not exceed the period of the contract including option year period(s);

(b) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract; and

(c) BPAs may be established to obtain the maximum discount (lowest net price) available in those schedule contracts containing volume or quantity discount arrangements.

C.10 ORDER LIMITATIONS (FAR 52.216-19)(OCT 1995) (VARIATION I-AUG 1999)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract. However, offerors may, if willing to accept smaller orders, specify a smaller amount in their offers. If a smaller amount is offered, it is mutually agreed that the Contractor will accept such orders and specify the smaller minimum order limitation in the applicable catalog/pricelist. If the offeror fails to specify a smaller amount, the Government may place orders for a smaller amount. Such orders shall be deemed to be accepted by the Contractor, unless returned to the ordering office within 5 workdays after receipt by the Contractor.

(b) Maximum order. The Contractor is not obligated to honor any order for a combination of items in excess of:

<u>ITEM NUMBER/SIN</u>	<u>MAXIMUM ORDER</u>
132-3	\$500,000 per order
132-4	\$500,000 per order
132-8	\$500,000 per order
132-12 (repair/spare parts only)	\$ 10,000 per order
132-32	\$ 50,000 or \$500,000 per order
132-33	\$ 50,000 or \$500,000 per order
132-50	\$ 25,000 per order
132-51	\$500,000 per order
132-52	\$500,000 per order
132-53	\$500,000 per order

(c) Notwithstanding paragraph (b) above, the Contractor shall honor any order exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 workdays after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(d) Notwithstanding paragraph (b) and (c) above, the Contractor shall honor any purchase card orders exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 24 hours after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C.11 REQUIREMENTS EXCEEDING THE MAXIMUM ORDER (I-FSS-125) (SEP 1999)

(a) In accordance with FAR 8.404, before placing an order that exceeds the maximum order threshold, ordering offices shall-

- (1) Review additional schedule contractors' catalogs/price lists or use the "GSA Advantage!" on-line shopping service;
- (2) Based upon the initial evaluation, generally seek price reductions from the schedule contractor(s) appearing to provide the best value (considering price and other factors); and
- (3) After price reductions have been sought, place the order with the schedule contractor that provides the best value and results in the lowest overall cost alternative (see FAR 8.404(a)). If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

- (b) Vendors may:
- (1) offer a new lower price for this requirement (the Price Reduction clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations [SEE C.10].)
 - (2) offer the lowest price available under the contract; or
 - (3) decline the order (orders must be returned in accordance with FAR 52.216-19 [SEE C.10]).
- (c) A delivery order that exceeds the maximum order may be placed with the Contractor selected in accordance with FAR 8.404. The order will be placed under the contract.
- (d) Sales for orders that exceed the Maximum Order shall be reported in accordance with GSAR 552.238-74 [SEE C.22].

C.12 DELIVERY PRICES (F-FSS-202-G) (JAN 1994)

- (a) Prices offered must cover delivery as provided below to destinations located within the 48 contiguous States and the District of Columbia.
- (1) Delivery to the door of the specified Government activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall (a) place the notation "Delivery Service Requested" on bills of lading covering such shipments, and (b) pay such charge and add the actual cost thereof as a separate item to his invoice.
 - (2) Delivery to siding at destinations when specified by the ordering office, if delivery is not covered under paragraph (a)(1), above.
 - (3) Delivery to the freight station nearest destination when delivery is not covered under paragraph (a)(1) or (a)(2), above.
- (b) The offeror is requested to indicate below whether or not prices submitted cover delivery f.o.b. destination in Alaska, Hawaii, and the Commonwealth of Puerto Rico.

	(Yes)	(No)
Alaska	_____	_____
Hawaii	_____	_____
Puerto Rico	_____	_____

- (c) When deliveries are made to destinations outside the contiguous 48 States; i.e., Alaska, Hawaii, and the Commonwealth of Puerto Rico, and are not covered by paragraph (b), above, the following conditions will apply:
- (1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38 [SEE C.2]), with the transportation charges to be paid by the Government from point of exportation to destination in Alaska, Hawaii, or the Commonwealth of Puerto Rico, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest

to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

(2) The right is reserved to ordering agencies to furnish Government bills of lading.

(d) Ordering offices will be required to pay differential between freight charges and express charges where express deliveries are desired by the Government.

**C.13 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE)
(GSAR 552.211-78) (FEB 1996)**

(a) Time of Delivery. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal commercial practice. The Government requires the Contractor's normal commercial delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below:

ITEMS OR GROUP OF ITEMS (Special item No. or Nomenclature)	GOVERNMENT'S STATED DELIVERY TIME (Days ARO)	CONTRACTOR'S NORMAL COMMERCIAL DELIVERY TIME
132-3	30	_____
132-4	30	_____
132-8	30	_____
132-32	30	_____
132-33	30	_____

(b) Expedited Delivery Times. For those items that can be delivered quicker than the delivery times in paragraph (a), above, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

ITEM OR GROUP OF ITEMS (special (Special Item No. of nomenclature)	Expedited delivery time (Hours/Days ARO)
132-3	_____
132-4	_____
132-8	_____
132-32	_____
132-33	_____

(c) Overnight and 2-Day Delivery Times. Ordering activities may require overnight or 2-day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

C.14 URGENT REQUIREMENTS (I-FSS-140-B)(JAN 1994)

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

C.15 DELIVERIES TO THE U.S. POSTAL SERVICE (F-FSS-230) (JAN 1994)

- (a) Applicability. This clause applies to orders placed for the U.S. Postal Service (USPS) and accepted by the Contractor for the delivery of supplies to a USPS facility (consignee).
- (b) Mode/Method of Transportation. Unless the Contracting Officer grants a waiver of this requirement, any shipment that meets the USPS requirements for mailability (i.e., 70 pounds or less, combined length and girth not more than 108 inches, etc.) delivery shall be accomplished via the use of the USPS. Other commercial services shall not be used, but this does not preclude the Contractor from making delivery by the use of the Contractor's own vehicles.
- (c) Time of Delivery. Notwithstanding the required time for delivery to destination as may be specified elsewhere in this contract, if shipments under this clause are mailed not later than five (5) calendar days before the required delivery date, delivery shall be deemed to have been made timely.

C.16 CONTRACTOR'S BILLING RESPONSIBILITIES (G-FSS-913)(MAY 2000)

The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers which participate on the contract, and the billing/payment process by the Contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used:

Where dealers are allowed by the Contractor to bill Government agencies and accept payment in the Contractor's name, the Contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement which will require dealers to:

- (1) Comply with the same terms and conditions regarding prices as the Contractor, for sales made under the contract;
- (2) Maintain a system of reporting sales under the contract to the manufacturer which includes:
 - (a) the date of sale,
 - (b) the agency to which the sale was made,
 - (c) the product/model sold,
 - (d) the quantity of each product/model sold,
 - (e) the price at which it was sold, including discounts, and
 - (f) all other significant sales data;
- (3) Be subject to audit by the Government, with respect to sales made under the contract; and
- (4) Place orders and accept payment in the name of the Contractor, in care of the dealer.

An agreement between a Contractor and its dealers pursuant to this procedure will not establish privity of contract between dealers and the Government.

CERTIFICATION

I certify that all dealers participating in the performance of this contract have agreed that their performance will be in accordance with all terms and conditions regarding prices of the contract including the provisions listed above.

Name

Date

C.17 PAYMENT BY GOVERNMENT COMMERCIAL PURCHASE CARD (GSAR 552.232-77) (MAR 2000) (ALTERNATE I-MAR 2000)

(a) Definitions.

"Governmentwide commercial purchase card" means a uniquely numbered credit card issued by a contractor under GSA's Governmentwide Contract for Fleet, Travel, and purchase Card Services to named individual Government employees or entities to pay for official Government purchases.

"Oral order" means an order placed orally either in person or by telephone.

(b) The Contractor must accept the Governmentwide commercial purchase card for payments equal to or less than the micro-purchase threshold (see Federal Acquisition Regulation 2.101) for oral or written orders under this contract.

(c) The Contractor and the ordering agency may agree to use the Governmentwide commercial purchase card for dollar amounts over the micro-purchase threshold, and the Government encourages the Contractor to accept payment by the purchase card. The dollar value of a purchase card action must not exceed the ordering agency's established limit. If the Contractor will not accept payment by the purchase card for an order exceeding the micro-purchase threshold, the Contractor must so advise the ordering agency within 24 hours of receipt of the order.

(d) The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder's account for items returned as defective or faulty.

(e) Payments made using the Governmentwide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.

C.18 IMPREST FUNDS (PETTY CASH) (I-FSS-918) (MAY 2000)

The Contractor agrees to accept cash payment for purchases made under the terms of the contract in conformance with Federal Acquisition Regulation (FAR) 13.305.

C.19 ELECTRONIC COMMERCE-FACNET (I-FSS-599) (APR 1997)**(a) General Background.**

The Federal Acquisition Streamlining Act (FASA) of 1994 establishes the Federal Acquisition Computer Network (FACNET) requiring the Government to evolve its acquisition process from one driven by paperwork into an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI means more than merely automating manual processes and eliminating paper transactions. It can and will help to move business processes (e.g., procurement, finance, logistics, etc.) into a fully electronic environment and fundamentally change the way organizations operate.

(b) Trading Partners and Value-Added Networks (VAN's).

Within the FACNET architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and contractors (now known as "trading partners"). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN's). Federal Government transactions are provided only to those VAN's that have been certified by DOD and connected to FACNET.

EDI can be done using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If your VAN only provides communications services, you may also need a software translation package.

(c) Registration Instructions.

DOD will require Contractors to register as trading partners to do business with the Government. This policy can be reviewed via the INTERNET at <http://acq.osd.mil/ec/nwsltr.html>.

To do EDI with the Government, Contractors must register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners, called the Central Contractor Registration (CCR), has been developed. All Government procuring offices and other interested parties will have access to this central repository. The database is structured to identify the types of data elements which are public information and those which are confidential and not releasable.

To register, contractors must provide their Dun and Bradstreet (DUNS) number. The DUNS number is available by calling 1(800)333-0505. It is provided and maintained free of charge and only takes a few minutes to obtain. Contractors will need to provide their Tax Identification Number (TIN). The TIN is assigned by the Internal Revenue Service by calling 1(800)829-1040. Contractors will also be required to provide information about company bank or financial institution for electronic funds transfer (EFT).

Contractors may register through their Value Added Network (VAN) using an American National Standards Institute (ANSI) ASC X12 838 transaction set, called a "Trading Partner Profile." A transaction set is a standard format for moving electronic data. VAN's will be able to assist contractors with registration. A list of certified VAN's and software providers is available from the Department of Defense (DOD) by calling 1(800)EDI-3414, or from the world wide web at http://www.acq.osd.mil/ec/van_list.html. Contractors who wish to register without going through a VAN may do so via the INTERNET at <http://ccr.edi.disa.mil>.

(d) Implementation Conventions.

All EDI transactions must comply with the Federal Implementation Conventions (IC's). Many VAN's and software providers have already built the IC requirements into their products. If you need to see the IC's, they are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at <http://snad.ncsl.nist.gov/dartg/edi/fededi.html>. IC's are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional Information.

GSA has additional information available for vendors who are interested in starting to use EC/EDI. Contact the Contracting Officer for a copy of the latest handbook. Several resources are available to vendors to assist in implementing EC/EDI; specific addresses are available in the handbook or from the Contracting Officer:

- (1) Electronic Commerce Resource Centers (ECRC's) are a network of U.S. Government-sponsored centers that provide EC/EDI training and support to the contractor community. They are found in over a dozen locations around the country.
- (2) Procurement Technical Assistance Centers (PTAC's) and Small Business Development Centers (SBDC's) provide management assistance to small business owners. Each state has several locations.
- (3) Most major US cities have an EDI user group of companies who meet periodically to share information on EDI-related subjects.

(f) *GSA Advantage!*(tm).

(1) *GSA Advantage!*(tm) will use this FACNET system to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. *GSA Advantage!*(tm) enables customers to:

- (i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; vendor; and generic product categories.
- (ii) Generate their own EDI delivery orders to contractors, generate EDI delivery orders from the Federal Supply Service to contractors, or download files to create their own delivery orders.
- (iii) Use the Federal IMPAC VISA.

(2) *GSA Advantage!*(tm) may be accessed via the GSA Home Page. The INTERNET address is: <http://www.gsa.gov>, or <http://www.fss.gsa.gov>.

C.20 ANSI STANDARDS (C-FSS-427) (JUL 1991)

ANSI Standards cited in this solicitation may be obtained from the American National Standards Institute, Inc., 11 West 42nd Street, 13th Floor, New York, NY 10036 (Tel: (212) 642-4900).

C.21 ASSIGNMENT OF CLAIMS (552.232-23) (SEP 1999)

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR 52.232-23 [SEE C.21]) is inapplicable and the following is substituted therefor:

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to \$1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

C.22 CONTRACTOR'S REPORT OF SALES (GSAR 552.238-74) (SEP 1999)

(a) The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of all sales under this contract by calendar quarter (i.e., January-March, April-June, July-September, and October-December). The dollar value of a sale is the price paid by the schedule user for products and services on a schedule contract task or delivery order, as recorded by the Contractor. The reported contract sales value must include the industrial funding fee (see Clause 552.238-76 [SEE C.23]).

(b) The Contractor must report the quarterly dollar value of sales on electronic GSA Form 72A, Contractor's Report of Sales, to the FSS Vendor Support Center (VSC) Website at Internet, <http://VSC.gsa.gov>. The Contractor must report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or subitem. If no sales occur, the Contractor must show zero on the report for each separate NSN, SIN, or subitem.

(c) The Contractor must register with the VSC before using the automated reporting system. To register, the Contractor (or its authorized representative) must call the VSC at (703) 305-6235 and provide the necessary information regarding the company, contact name(s), and telephone number(s). The VSC will then issue a 72A specific password and provide other information needed to access the reporting system. Instructions for electronic reporting are available at the VSC Website or by calling the above phone number.

(d) The Contractor must convert the total value of sales made in foreign currency to U.S. dollars using the "Treasury Reporting Rates of Exchange," issued by the U.S. Department of Treasury, Financial Management Service. The Contractor must use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from:

Department of the Treasury
Financial Management Service
International Funds Branch
3700 East-West Highway
PGCII, Room 5A19
Hyattsville, MD 20782
Telephone: (202) 874-7994
Internet: <http://www.fms.treas.gov/intn.html>

(e) The report is due 30 days following the completion of the reporting period. The Contractor must also provide a close-out report within 120 days after the expiration of the contract. The contract expires upon physical completion of the last, outstanding task or delivery order of the contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then show zero sales in the close-out report.

C.23 INDUSTRIAL FUNDING FEE (GSAR 552.238-76) (SEP 1999)

(a) The Contractor must pay the Federal Supply Service, GSA, an industrial funding fee (IFF). The Contractor must remit the IFF in U.S. dollars within 30 days after the end of each quarterly reporting period as established in clause 552.238-74, Contractor's Report of Sales [SEE C.22]. The IFF equals 1% (one percent) of total quarterly sales reported. The IFF reimburses the GSA Federal Supply Service for the costs of operating the Federal Supply Schedules Program and recoups its operating costs from ordering activities. Offerors must include the IFF in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities.

(b) The Contractor must remit any monies due as a result of the close-out report required by Clause 552.238-74 [SEE C.22] at the time the close-out report is submitted to GSA.

(c) The Contractor must pay the IFF amount due by check, or electronic funds transfer through the Automated Clearing House (ACH), to the "General Services Administration." If the payment involves multiple special item numbers or contracts, the Contractor may consolidate the IFFs into one payment. To ensure that the payment is credited properly, the Contractor must identify the check or electronic transmission as an "Industrial Funding Fee" and include the following information: contract number(s); report amount(s); and report period(s). If the Contractor makes payment by check, provide this information on either the check, check stub, or other remittance material.

(1) If paying the IFF by check, the Contractor must forward the check to the following address:

General Services Administration,
Accounts Receivable Branch
P.O. Box 70500
Chicago, IL 60673-0500.

(2) If paying by electronic funds transfer through the ACH, the Contractor must call GSA, Financial Information Control Branch, Receivables, Collections and Sales Section (6BCDR) at 1-800-676-3690 to make arrangements.

(d) If the full amount of the IFF is not paid within 30 calendar days after the end of the applicable reporting period, it constitutes a contract debt to the United States Government under the terms of FAR 32.6. The Government may exercise all rights under the Debt Collection Act of 1982, including withholding or setting off payments and interest on the debt (see FAR 52.232-17, Interest [SEE C.2]).

(e) If the Contractor fails to submit sales reports, falsifies sales reports, or fails to pay the IFF in a timely manner, the Government may terminate or cancel this contract. Willful failure or refusal to furnish the required reports, falsification of sales reports, or failure to pay the IFF timely constitutes sufficient cause for terminating the Contractor for cause under the termination provisions of this contract.

C.24 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (I-FSS-163) (APR 2000)

(a) The Government may require continued performance of this contract for an additional 5 year period when it is determined that exercising the option is advantageous to the Government considering price and other factors.. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:

(1) It is determined that exercising the option is advantageous to the Government considering price and the other factors covered in (2 through 4 below).

(2) The Contractor's electronic catalog/pricelist has been received, approved, posted, and kept current on GSA Advantage!(tm) in accordance with clause I-FSS-600, Contract Price Lists.

- (3) Performance has been acceptable under the contract.
- (4) Subcontracting goals have been reviewed and approved.

(b) The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.

(c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause [SEE C.27] or Price Reduction Clause [SEE C.28]).

C.25 NOTICE REGARDING OPTION(S) (GSAR 552.217-71) (NOV 1992)

The General Services Administration (GSA) has included an option to extend the term of the contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

C.26 EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD SCHEDULE) (GSAR 552.215-71) (AUG 1997)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall have access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this contract for over billings, billing errors, compliance with the Price Reduction clause and compliance with the Industrial Funding Fee clause of this contract. This authority shall expire 3 years after final payment. The basic contract and each option shall be treated as separate contracts for purposes of applying this clause.

C.27 ECONOMIC PRICE ADJUSTMENT-FSS MULTIPLE AWARD SCHEDULE CONTRACTS (GSAR 552.216-70) (SEP 1999) (ALTERNATE I-SEP 1999) (FCI DEVIATION)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:
 - (1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/pricelist that was used as the basis for the contract award or from a change in the Contractor's market prices that were the Basis of Negotiation.
 - (2) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).

- (3) Increases are requested before the last 60 days of the contract period.
 - (4) At least 30 days elapse between requested increases.
- (c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed ten percent (10%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.
- (d) The following material shall be submitted with the request for a price increase:
- (1) A copy of the commercial catalog/pricelist showing the price increase and the effective date for commercial customers or evidence that the Contractor's market prices that were the Basis of Negotiation have increased.
 - (2) Commercial Sales Practice format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/pricelist, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
 - (3) Documentation supporting the reasonableness of the price increase.
- (e) The Government reserves the right to exercise one of the following options:
- (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;
 - (2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,
 - (3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.
- (f) The contract modification reflecting the price adjustment shall be effective upon approval by the Contracting Officer, or on the effective date of the commercial catalog/pricelist, whichever is later. The increased price shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

C.28 PRICE REDUCTIONS (GSAR 552.238-75)(SEP 1999)

- (a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.
- (b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.
- (c) (1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor-

- (i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;
 - (ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or
 - (iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.
- (2) The Contractor shall offer the price reduction to the Government with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).
- (d) There shall be no price reduction for sales-
 - (1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;
 - (2) To Federal agencies; or
 - (3) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.
- (e) The Contractor may offer the Contracting Officer a voluntary Governmentwide price reduction at any time during the contract period.
- (f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.
- (g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

**C.29 MODIFICATIONS (MULTIPLE AWARD SCHEDULE) (GSAR 552.243-72) (SEP 1999)
(FCI DEVIATION)**

- (a) General. The Contractor may request a contract modification by submitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).
- (b) Types of Modifications.
 - (1) Additional items/additional SIN's. When requesting additions, the following information must be submitted:
 - (i) Information requested in paragraphs (1) and (2) of the Commercial Sales Practice Format to add SIN's.
 - (ii) Discount information for the new items(s) or new SIN(s). Specifically, submit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be submitted instead.

(iii) Information about the new item(s) or new SIN(s) as described in 552.212-70, Preparation of Offer (Multiple Award Schedule) [SEE E.5] is required.

(iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with 552.211-78, Commercial Delivery Schedule (Multiple Award Schedules). [SEE C.13]

(v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by 52.215-6, Place of Performance [SEE C.2].

(vi) Any information requested by 52.212-3(d), Offerors Representations and Certifications - Commercial Items [SEE G.1], that may be necessary to assure compliance with 552.225-9 *, Buy American Act-Trade Agreements Balance of Payments Program.

*** NOTE: Per revisions to the Federal Acquisition Regulations (FAR), paragraph (vi) above, does not apply to this solicitation. Use FAR 52.225-5 Trade Agreements Act [SEE G.2].**

(2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.

(3) Price Reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at 552.238-75 [SEE C.28]. If the Price reduction falls under item (i), the Contractor shall submit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall submit a copy of the applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms and conditions of the price reduction.

(c) Effective dates. The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-75 [SEE C.28].

(d) Electronic File Updates. The Contractor shall update electronic file submissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-75. [SEE C.28]

(e) Amendments to Paper Federal Supply Schedule Price Lists.

(1) The Contractor must provide supplements to its paper price lists, reflecting the most current changes. The Contractor may either:

(i) Distribute a supplemental paper Federal Supply Schedule Price List within 15 workdays after the effective date of each modification.

(ii) Distribute quarterly cumulative supplements. The period covered by a accumulative supplement is at the discretion of the Contractor, but may not exceed three months from the effective date of the earliest modification. For example, if the first modification occurs in February, the quarterly supplement must cover February-April, and every 3 month period after. The Contractor must distribute each quarterly cumulative supplement within 15 workdays from the last day of the calendar quarter.

- (2) At a minimum, the Contractor shall distribute each supplement to those ordering activities that previously received the basic document. In addition, the Contractor shall submit two copies of each supplement to the Contracting Officer and one copy to the FSS Schedule Information Center.

**C.30 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS
(GSAR 552.238-71) (SEP 1999) (FCI DEVIATION)**

- (a) Definition. For the purposes of this clause, the Mailing List is the Contractor's listing of its Federal Government Customers.
- (b) The Contracting Officer will return one copy of the Authorized FSS Schedule Pricelist to the Contractor with the notification of contract award.

The Contractor may print and distribute the awarded pricelist without written approval from the Contracting Officer. The pricelist must include all applicable terms and conditions of the cited contract. NOTE: It shall not absolve the Contractor from responsibility for the accuracy of the pricelist. Consequently, the Contractor would be required to revise the pricelist to correct any significant errors subsequently found by the Contracting Officer and reprint and distribute at the Contractor's expense. If significant pricing errors are found, the Government may cancel the contract and the Contractor may be liable for any price adjustments for overpricing.

- (c) (1) The Contractor shall provide to the GSA Contracting Officer:
- (i) Two paper copies of Authorized FSS Schedule Pricelist; and
 - (ii) The Authorized FSS Schedule Pricelist on a common-use electronic medium. The Contracting Officer will provide detailed instructions for the electronic submission with the award notification. Some structured data entry in a prescribed format may be required.
- (2) The Contractor shall provide to each addressee on the mailing list either:
- (i) One paper copy of the Authorized FSS Schedule Price List; or
 - (ii) A self-addressed, postage-paid envelope or postcard to be returned by addressees that want to receive a paper copy of the pricelist. The Contractor shall distribute price lists within 20 calendar days after receipt of returned requests.
- (3) The Contractor shall advise each addressee of the availability of pricelist information through the on-line Multiple Award Schedule electronic data base.
- (d) The Contractor shall make all of the distributions required in paragraph (c) at least 15 calendar days before the beginning of the contract period, or within 30 calendar days after receipt of the Contracting Officer's approval for printing, whichever is later.
- (e) During the period of the contract, the Contractor shall provide one copy of its Authorized FSS Schedule Pricelist to any authorized schedule user, upon request. Use of the mailing list for any other purpose is not authorized.

C.31 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FEDERAL SUPPLY SERVICE (FSS) INFORMATION TECHNOLOGY SCHEDULE PRICELISTS (I-FCI-600)(FEB 1999)**(a) Electronic Contract Data**

(1) The Contracting Officer will provide a vendor start-up kit with instructions for submitting electronic contract data in a prescribed electronic format as required by GSAR clause 552.238-71, Submission and Distribution of Authorized FSS Schedule pricelists [SEE C.30].

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application provided on a diskette. The Contractor's electronic files shall be complete; correct; readable; virus-free; and contain only those products, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA Advantage!(tm), a menu-driven database system that provides on-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order. The Contractor's electronic files must be received no later than 45 days after receipt of the vendor start-up kit.

(3) Further details on EDI, IC's, and GSA Advantage!(tm) can be found in I-FSS-599, Electronic Commerce-FACNET [SEE C.19].

(b) Paper Federal Supply Schedule pricelists

(1) The Contractor shall prepare a paper FSS Information Technology Schedule pricelist in accordance with Attachment I, Guidelines For Format and Content of Authorized Federal Supply Service Information Technology Schedule pricelist. Two (2) copies of the FSS Information Technology Schedule pricelist shall be submitted with the Offeror's proposal.

(2) The Contracting Officer will return one copy of the Authorized FSS Information Technology Schedule pricelist to the Contractor with the notification of contract award. In accordance with GSAR clause 552.238-71 (SEE C.30), the Contractor may print and distribute the awarded pricelist without written approval from the Contracting Officer. The pricelist must include all applicable terms and conditions of the cited contract. The Contractor will be responsible for the accuracy of the pricelist.

(3) Modifications to FSS Information Technology Schedule pricelists shall include on the cover page the same information as the basic document plus the title "Modification No." and the effective date(s) of such modifications.

(4) The Contractor may provide two (2) copies (including cover letter) of the Federal Supply Schedule pricelist to the Contracting Officer for review. Accuracy of information and computation of prices is the responsibility of the Contractor.

(5) An address list of customers who are interested in the FSS Information Technology Schedule will only be furnished upon request from the Contractor. The list of customer addresses is available in one of the following formats (as specified by the Contractor):

Cheshire Label
Gummed Label
Diskette-Mailing lists on diskette are available in ASCII and in the following record format only:

<u>Field Name</u>	<u>Field Size</u>
1. Customer ID No.	12
2. Agency Name	35
3. Address Line 1	35
4. Address Line 2	35
5. City	20
6. State	2
7. Zip Code	9

Use of the mailing list for any purpose other than the distribution of the Authorized FSS Information Technology Schedule pricelist is not authorized.

(6) The Contractor may formally print and distribute a Federal Supply Schedule pricelist. Inclusion of incorrect information will cause the Contractor to reprint and redistribute the Federal Supply Schedule pricelist, and may constitute sufficient cause for Cancellation, applying the provisions of 52.212-4, Contract Terms and Conditions (paragraph (m), Termination for Cause) [SEE C.1], and application of any other remedies as provided by law-including monetary recovery.

(7) Distribution to the customer mailing list shall be made as set forth GSAR clause 5238-71, Submission and Distribution of Authorized FSS Schedule pricelists (SEE C.30). In addition, two (2) copies of the Federal Supply Schedule pricelist shall be submitted to the FSS Information Center at the address listed below. The Contractor may also send Federal Supply Schedule pricelists to agencies not on the GSA listing when there is reasonable expectation that sales to these agencies will be made.

General Services Administration
 Federal Supply Service
 FSS Information Center (FMLI)
 Crystal Mall Building 4, Room L-104
 Washington, DC 20406

C.32 WARRANTY-MULTIPLE AWARD SCHEDULE (FSAR 552.246-73) (MAR 2000)

(a) Applicable to domestic locations. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the Contractor's commercial price list applies to this contract.

(b) Applicable to overseas destinations. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the commercial price list applies to this contract, except as follows:

- (1) The Contractor must provide, at a minimum, a warranty on all non-consumable parts for a period of 90 days from the date that the Government accepts the product.
- (2) The Contractor must supply parts and labor required under the warranty provisions free of charge.
- (3) The Contractor must bear the transportation costs of returning the products to and from the repair facility, or the costs involved with Contractor personnel traveling to the Government facility for the purpose of repairing the product onsite, during the 90 day warranty period.

C.33 YEAR 2000 WARRANTY-COMMERCIAL SUPPLY ITEMS (I-FSS-550-B) (JAN 1999)

(a) As used in this clause, "Year 2000 compliant" means, with respect to information technology, that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, and leap year calculations, to the extent that other information technology used in combination with the information technology being acquired, properly exchanges date/time data with it.

(b) The Contractor shall warrant that each hardware, software, and firmware product delivered under this contract shall be able to accurately process date time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all products (e.g. hardware, software, firmware) used in combination with products properly exchange date time data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those products as a system. The duration of this warranty and the remedies available under this warranty shall include repair or replacement of any product whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance (installation is considered acceptance). The Contractor may offer an extended warranty to the Government to include repair or replacement of any product whose non-compliance is discovered and made known to the Contractor in writing at any time prior to June 1, 2000, or for a period of 6 months following acceptance (installation is considered acceptance) whichever is later. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

C.34 DEFAULT (I-FSS-249-B) (MAY 2000)

In addition to any other clause contained herein related to termination, the following is applicable to orders placed under Federal Supply Schedule contracts.

Any ordering office may, with respect to any one or more orders placed by it under the contract, exercise the same right of termination, acceptance of inferior articles or services, and assessment of excess costs as might the Contracting Officer, except that when failure to deliver articles or services is alleged by the Contractor to be excusable, the determination of whether the failure is excusable shall be made only by the Contracting Officer of the General Services Administration, to whom such allegation shall be referred by the ordering office and from whose determination appeal may be taken as provided in the clause of this contract entitled "Disputes."

C.35 CANCELLATION (GSAR 552.238-73) (SEP 1999)

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

C.36 LOGISTICAL SUPPORT PRIVILEGES (X-FCI-XXX) (DEC 1997)

Where the Contractor may require Logistical Support in overseas areas in order to meet contract obligations, the ordering activities should obtain the required support in accordance with their applicable regulations prior to issuance of any delivery orders under this GSA contract. The Contractors will provide all the necessary information required of them by the applicable regulations in order to assist the ordering activity in obtaining the Logistical Support Privileges.

The ordering agency, in all cases, will make the decision as to whether the Contractor will be granted the requested support. The General Services Administration will neither assist in the decision nor arbitrate any dispute pertaining to logistical support. Logistical support which may be furnished by the Government hereunder includes, but is not limited to, use of the following:

- (a) Military or other U.S. Government Clubs, exchanges, other non-appropriated fund organizations.
- (b) Military or other U.S. Government commissary stores.
- (c) Military or other U.S. Government postal facilities.
- (d) Utilities and services in accordance with priorities, rates or tariffs established by military or other U.S. Government agencies.
- (e) Military Payment Certificate (MPC), where applicable.
- (f) Military or other U.S. Government banking facilities.
- (g) Military or other U.S. Government provided telephones, lines, and services with direct dialing capability and access to the Defense Switched Network (DSN), (formerly AUTOVON). The precedence of usage shall be coincident with the urgency of the requirement and in accordance with Government/Military regulations.

C.37 DISSEMINATION OF INFORMATION BY CONTRACTOR (I-FSS-680) (APR 1984)

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

C.38 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

General Services Administration
FSS-IT Acquisition Center (FCI)
Crystal Mall #4, Room 1017
Arlington, VA 22202
Attn.: Contracting Officer

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

C.39 PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION (GSAR 552.233-70) (MAR 2000)

- (a) The following definitions apply in this provision:

"Agency Protest Official for GSA" means the official in the Office of Acquisition Policy designated to review and decide procurement protests filed with GSA.

"Deciding official" means the person chosen by the protester to decide the agency protest. The deciding official may be either the Contracting Officer or the Agency Protest Official.

(b) The filing time frames in FAR 33.103(e) apply. An agency protest is filed when the protest complaint is received at the location the solicitation designates for serving protests. GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Protests delivered after 4:30 p.m. will be considered received and filed the following business day.

(c) A protest filed directly with the General Services Administration (GSA) must:

- (1) Indicate that it is a protest to the agency.
- (2) Be filed with the Contracting Officer.
- (3) State whether the protester chooses to have the Contracting Officer or the Agency Protest Official for GSA decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.
- (4) Indicate whether the protester prefers to make an oral presentation, a written presentation, or an oral presentation confirmed in writing, of arguments in support of the protest to the deciding official.
- (5) Include the information required by FAR 33.103(d)(2):
 - (i) Name, address, fax number, and telephone number of the protester.
 - (ii) Solicitation or contract number.
 - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.
 - (iv) Copies of relevant documents.
 - (v) Request for a ruling by the agency.
 - (vi) Statement as to the form of relief requested.
 - (vii) All information establishing that the protester is an interested party for the purpose of filing a protest.
 - (viii) All information establishing the timeliness of the protest (see paragraph (b) of this provision).

(d) An interested party filing a protest with GSA has the choice of requesting either that the Contracting Officer or the Agency Protest Official for GSA decide the protest.

(e) The decision by the Agency Protest Official for GSA is an alternative to a decision by the Contracting Officer. The Agency Protest Official for GSA will not consider appeals from the Contracting Officer's decision on an agency protest.

(f) The deciding official must conduct a scheduling conference with the protester within three (3) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.